

**MASTER AGREEMENT**

**between**

**CHURCHILL COUNTY EDUCATION  
ASSOCIATION**

**and the**

**CHURCHILL COUNTY SCHOOL DISTRICT**

**2013-2014**

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**WHEREAS CLAUSE:**

This agreement is made and entered into by and between the Churchill County School District in the City of Fallon, County of Churchill, State of Nevada, and the Churchill County Education Association this 7th day of June 2012.

WHEREAS, the Churchill County Board of Education in the City of Fallon, County of Churchill, State of Nevada and the Churchill County Education Association, the parties to this agreement, recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends on the quality and morale of the teaching staff, and,

WHEREAS, the Board of Trustees is the duly elected governing body of the District, with powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operation of the District to be directed through their designated representative, the Superintendent of Schools, and,

WHEREAS, the members of the teaching profession are qualified to assist in the improvement of educational standards, and,

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith with respect to wages, hours, and conditions of employment in accordance with Nevada Revised Statutes, and,

WHEREAS, the members of the teaching staff in the District have the right to join, or not to join, any organization for their professional or economic improvement:

NOW, THEREFORE, IT IS AGREED:

## **ARTICLE I - DEFINITIONS**

- 1-1 The term Chapter 288 as used in this agreement shall refer to Chapter 288 of the Nevada Revised Statutes and subsequent revisions, also known as the Local Government Employee-Management Relations Act.
- 1-2 The term "Teacher" as used in this agreement shall refer to all licensed staff members eligible for membership in the Churchill County Education Association. Full time licensed staff members work three (3) hours thirty-five (35) minutes or more hours per day. All licensed teachers are entitled to all rights and benefits afforded under this agreement except where stated. (1995)
- 1-3 The term "School Trustees" or "Board" as used in this agreement shall mean the Board of School Trustees of the Churchill County School District and is the entity known as the Local Government Employer in Chapter 288, Nevada Revised Statutes.
- 1-4 The term "Association" as used in this agreement shall mean the Churchill County Education Association, and is the entity known as the Employee Organization in Chapter 288, Section 6.
- 1-5 The term "School District" or "District" as used in this agreement shall mean the Churchill County School District.
- 1-6 The term "Superintendent" as used in this agreement shall mean the Superintendent of Schools of the Churchill County School District or his designated representative.
- 1-7 The term "School Trustee" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to School Trustee and Association as such, each reserves the right to act by committee or designated representatives.
- 1-8 The term "School Year" shall be defined in accordance with NRS 388.080 (1) which states "... the public school year commences on the first day of July and ends the last day of June."
- 1-9 The term "Contracted School Year" as used in this agreement shall mean the period of time of the first contracted day in the fall to the last contracted day in the spring.
- 1-10 The term "EMRB" as used in this agreement shall mean the Local Government Employee-Management Relations Board, as provided in Chapter 288, Nevada Revised Statutes.
- 1-11 The term "Agreement" refers to the name of this document being the "Master

Contract" between the Churchill County School District and the Churchill County Education Association.

- 1-12 The term "day" as used in this agreement shall mean a working school day unless expressly declared to be calendar days.
- 1-13 The term "Immediate Family" as used in this Agreement shall mean the employee's parents, spouse, children, brothers, sisters, grandparents, great-grandparents, uncles, aunts, nephews, nieces, grandchildren, great-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, nephew-in-law, niece-in-law, granddaughter-in-law, grandson-in-law, great-grandson-in-law, great-granddaughter-in-law, step-parents, step-children, foster parents, and foster children.
- 1-14 "Seniority" will be defined as district seniority, as noted in Article 19-4-2 and 19-4-3 (1998)
- 1-15 The term position will refer to any licensed job opening in Churchill County and will be filled by a regular contract. (2014)

## **ARTICLE II - RECOGNITION**

- 2-1 The School Trustees have recognized the Association as the exclusive representative, for all collective bargaining purposes set forth in NRS 288, of all licensed personnel as defined in Article I, 1-2 and has received: (a) a copy of its constitution and by laws, (b) a roster of its officers and representatives, (c) a pledge not to strike as required in NRS 288.160, and (d) a list of Association members certified by the Association. However, the Association shall not include the following: the Superintendent, other licensed members of the Administrative Staff, Assistant Superintendents, Principals, and Vice-Principals.
- 2-2 All rights and privileges granted to the Association under the terms and provisions of this Agreement shall be for use of the Association subject to the exceptions of Chapter 288, Section 9, Subsection 2, or as amended, which states: "The recognition of an employee organization for negotiations, pursuant to this chapter does not preclude any local government employee who is not a member of that employee organization from acting for himself with respect to any condition of his employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiations agreement, if any."
- 2-3 The Association recognizes that it represents all members in the bargaining unit, with respect to the Master Agreement only, and has the same obligation to provide representation as relates to the Master Agreement without

discrimination as to whether they are members of the Association.

### **ARTICLE III - NEGOTIATIONS**

- 3-1 Place of Meeting:**  
All meetings will be held in a conference room at the Administration Building at 690 South Maine Street, Fallon, Nevada, or at such other locations as maybe mutually agreed upon.
- 3-2** Meetings will be held on Tuesdays and/or Thursdays, determined by mutual consent. Meetings shall commence at 3:30 p.m. or 7:00 p.m., determined by mutual consent, and concluded at 6:00 p.m. or 9:00 p.m., respectively. Dates and times may be changed by mutual consent, provided that if meetings are held during school hours, no member of either team shall be subject to a salary deduction because of attendance at such negotiating meetings.
- 3-3 Records:**  
Each party shall have the right to record all sessions in any manner appropriate. (2011)
- 3-4 Open vs. Closed Sessions:**  
All sessions shall be closed except by mutual agreement to the contrary.
- 3-5 News Releases:**  
News Releases shall be issued concerning negotiations by mutual decision of the parties. If an impasse is reached, this restriction shall not apply.
- 3-6 Agenda:**  
A tentative agenda will be discussed at the close of each meeting. Items will not be considered for discussion other than those listed unless by mutual agreement of the negotiating panels.
- 3-7 Caucuses:**  
Either party may call a caucus at any time.
- 3-8 Reports to Superiors:**  
Both the Churchill County School District negotiating team and the Churchill County Education Association negotiating team retain the right to report progress of negotiations to the licensed personnel of the school district and to the Board of School Trustees.
- 3-9 Panels:**  
Each negotiating team or panel may consist of people of their own choosing, with names added or deleted at any time. The representatives of the School Trustees or the CCEA during contract negotiations shall not be members of

another negotiating team.

**3-10 Consultants:**

A consultant is not considered a part of or representing the negotiating panel and shall be consulted during negotiations only with respect to facts, information, and specific points when called upon. Whenever possible, a negotiating panel using the services of a consultant shall give the other party such advance notification as is possible of the attendance of a consultant at the next scheduled meeting and the reason for said consultant's presence.

**3-11 Chairperson:**

Each negotiating panel shall designate its chairperson at the first or initial meeting of the negotiating process. However, anyone may speak.

**3-12 Tentative Agreement:**

Both parties shall sign each tentatively "agreed to" item. Signing will be done by the chairman of each respective team and signature by the chairman will represent panel support of the article tentatively agreed to.

**3-13 Notices:**

All correspondence pertaining to negotiations shall be sent to the following:  
CCSD – Chief Negotiator  
CCEA - Chief Negotiator (2011)

**3-14 Presentation of Proposals:**

The initial meeting will be set to establish a procedure for the presentation of proposals by both parties and ground rules.

**3-15 Money Proposals:**

Any proposal, which will involve the allocation of monies, must include an estimate of the cost, based upon the best information available at the time of making the proposal.

**3-16 Withdrawal of Item(s):**

Either party may, at any time, withdraw an item from its list of items to be negotiated, provided said item is not on the other party's list of items to be negotiated.  
(2011)

**3-17 Impasse:**

In case of impasse in the course of negotiations concerning amendments to this agreement, the article or provisions at issue may be submitted to fact finding in the manner provided for in NRS 288. However, the parties also agree to reserve the right to adjust the time lines set forth in NRS 288 should they mutually agree to do so. (1995)



**3-18 Management Rights**

Churchill County School District shall negotiate in good faith through one or more representatives of its own choosing concerning the mandatory subjects of bargaining set forth in NRS 288.150 with the designated representatives of the Churchill County Education Association. If either party so requests, agreements reached must be reduced to writing. (2011)

**3-18-1 Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:**

(a) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to paragraph (v) of subsection 2.

(c) The right to determine:

(1) Appropriate staffing levels and work performance standards, except for safety considerations;

(2) The content of the workday, including without limitation workload factors, except for safety considerations;

(3) The quality and quantity of services to be offered to the public; and

(4) The means and methods of offering those services.

(d) Safety of the public. (2011)

**3-18-2 Churchill County School District is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Those actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith. (2011)**

**3-18-3 It is the ultimate right and responsibility of Churchill County School District to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees. (2011)**

**ARTICLE IV - MEDIATION AND FACTFINDING**

**4-1 All provisions of Chapter 288, Nevada Revised Statutes, are made a part of this Agreement by reference.**

## **ARTICLE V - GRIEVANCE**

### **5-1 Definitions**

- 5-1-1** A grievance is defined as any dispute which arises regarding the interpretation, application, or alleged violation of any of the provisions in this agreement and/or school trustees' policies insofar as such policies and the application thereof affect teachers with respect to all matters covered by this agreement and all matters with respect to which there is mandatory bargaining under the provisions of NRS 288. The adoption or amendment of policies by the school trustees is in no way subject to the provisions of Article V.
- 5-1-2** An "aggrieved person" is a teacher, a group of teachers, or the Association, asserting a grievance.
- 5-1-3** A "party in interest" is any person or persons, with reference to his contract, who takes action or against whom action is taken in order to resolve the complaint.
- 5-1-4** The term "day" used in this article is defined as working school day.
- 5-1-5** The term "appropriate supervisor" shall be the supervisor where the problem arises. (1994)
- 5-1-6** The term "immediate supervisor" shall be the principal, director, or program supervisor. (1994)

### **5-2 Purpose**

- 5-2-1** The purpose of this article is to provide a clearly outlined procedure whereby teachers may secure a full hearing and resolution of their grievances under this agreement. (1994)
- 5-2-2** In such cases where teachers have more than one principal, supervisor, or director, that teacher shall be notified in writing of the name of their immediate supervisor within the first week of their school year. (1994)

### **5-3 Informal Discussion**

- 5-3-1** Both parties encourage employees covered by this agreement to resolve their problems with their appropriate supervisors whenever possible. The provisions of this article are not intended to preclude a teacher with a potential grievance from informally discussing the problem with their appropriate supervisor prior to filing a formal grievance, although such discussions are not a part of the formal grievance procedure. (1994)
- 5-3-2** If a teacher requests an informal discussion with his/her appropriate

supervisor concerning the subject matter of a potential grievance, such informal discussions will be held as soon as reasonably possible. (1994)

5-3-3 It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this article.

5-3-4 Both parties may agree to extend the time lines of 5-4-1-1 in order to pursue a possible solution to a pending problem at the informal level. If a time line extension has been initiated, the time line countdown will begin again when either party notifies the other that the informal process is over. This will be done in writing and will include the number of days counted as of the date of the agreement to extend the time line. However the time lines for filing, as described in this article, are not circumvented in any way by any attempt to schedule such informal discussion(s).

#### 5-4 Procedure

##### 5-4-1 Level One - Immediate Supervisor

5-4-1-1 A grievance as defined, must be filed in writing; include a listing of terms or provisions of this agreement and/or School Trustees' policy under which the dispute arose; describe exactly how the agreement has been breached; and must be filed not later than fifteen (15) days after the teacher or the Association first knew (or should have known) of the act or condition upon which the grievance is based.

5-4-1-2 The written grievance must first be presented to the affected teacher's immediate supervisor or his designee. (1994)

5-4-1-3 The above condition(s) do not prevent the party in interest from first discussing the issue with his appropriate supervisor or immediate supervisor with the object of resolving the issue informally. (1994) However the time lines for filing, as described in this article, are not circumvented in any way by any attempt to schedule such informal discussion(s).

5-4-1-4 Within ten (10) school days after the receipt of a grievance, the immediate supervisor, or his designee, shall meet with the aggrieved person(s) and a representative of his/her own choosing for the purpose of discussing the merits of the grievance. (1994) It is expected that a meeting related to a grievance will be attended by the aggrieved person(s). At any meeting where the aggrieved person(s) cannot attend; the District will be notified in advance.

5-4-1-5 The immediate supervisor or his designee shall forward to the aggrieved person(s) within ten (10) days after the meeting referred to in subparagraph 5-4-1-4 above, a written response to the grievance. (1994)

**5-4-2 Level Two - Superintendent of Schools (2005)**

5-4-2-1 In the event the grievance is not resolved at step one, the aggrieved person(s) may submit the unresolved written grievance to the Superintendent, or his designee, no later than ten (10) days after receiving the written reply at Level One.

5-4-2-2 If the grievance is not filed within the time limit (ten days), the grievance is withdrawn.

5-4-2-3 The Superintendent or his designee shall meet with the aggrieved person(s) and/or a representative of his/her own choosing within ten (10) days after receiving the grievance. It is expected that a meeting related to a grievance will be attended by the aggrieved person(s). At any meeting where the aggrieved person(s) cannot attend; the District will be notified in advance.

5-4-2-4 The Superintendent or his designee shall forward to the aggrieved person(s) within ten (10) days after the meeting referred to in subparagraph 5-4-2-3 above, a written response to the grievance.

5-4-2-5 A written grievance may initially be filed at Level II when the actions of the Superintendent are being grieved. (2005)

**5-4-3 Level Three - Board of School Trustees**

5-4-3-1 In the event the grievance is not resolved in Level Two, the aggrieved person(s) may submit the unresolved written grievance to the Board of School Trustees no later than ten (10) days after receiving the written reply from the Superintendent.

5-4-3-2 If the grievance is not filed within the time limit, ten (10) days, the grievance is withdrawn.

5-4-3-3 The Board of School Trustees shall meet with the aggrieved person(s) and a representative of his/her own choosing at the next regularly scheduled board meeting to hear the case of the grievance. It is expected that a meeting related to a grievance will be attended by the aggrieved person(s). At any meeting where the aggrieved person(s) cannot attend; the District will be notified in advance.

**5-4-3-4** The Board shall forward its written response to the grievance within twenty (20) school days after the meeting referred to above.

**5-4-4 Level Four - Arbitration**

**5-4-4-1** In the event a grievance is not settled in Level Three, the Association or the individual teacher, if such individual teacher is asserting his or her rights under NRS 288.140.2, and a representative of his/her own choosing may, not later than ten (10) days after receipt of the written reply from the Board of School Trustees, request arbitration in accordance with the provisions set forth below. A written request for arbitration shall be made by delivery to the Superintendent or designee of intent to arbitrate. In the event that such action is being taken by a teacher acting as an individual, a copy of such request shall be delivered at the same time to the Association.

**5-4-4-2** Within five (5) days after written notice of submission to arbitration, the Superintendent and the Association or the individual teacher as provided for in the preceding section shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If within thirty (30) days the parties are unable to agree on an arbitrator, a request for a list of seven (7) arbitrators shall be made to the American Arbitration Association or the Federal Mediation and Conciliation Service by either party. Within ten (10) days after receipt of the list from AAA or FMCS, the parties shall select an arbitrator from the list by alternately striking one name until the name of one arbitrator remains who shall be the one to hear the dispute in question. The Association shall strike the first name. The parties have a mutual obligation to promptly acknowledge and provide notice of receipt of correspondence from AAA or FMCS and/or the arbitrator.

**5-4-4-2-1** A hearing with the selected arbitrator shall be scheduled on the matter complained of, at which time each of the parties in interest may present evidence, examine and cross-examine witnesses, and submit legal arguments in support of their respective contentions. In the event of a teacher acting as an individual the Association shall be entitled to be present at the hearing and to submit written arguments if the Association contends that the Association's rights under NRS 288.033.2 or 288.140.2 are involved. The arbitrator may make such further inquiry or investigation as he or she deems necessary and, unless extended by mutual agreement, shall issue his report within thirty (30) days from the final hearing day or submission of briefs whichever is later.

**5-4-4-2** Unless such rules are in conflict with this agreement or any provision of NRS 288, the arbitrator and the arbitration proceedings shall be governed by the labor arbitration rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever entity's arbitrator list has been utilized in the selection of the arbitrator.

**5-4-4-3** All hearings held by the arbitrator shall be closed sessions, and no news releases shall be made concerning the progress of the hearings. At the beginning of the arbitration hearing, that arbitrator will first determine if the question is grievable. The arbitrator's decision shall be submitted in writing to the aggrieved, the Board of School Trustees and the Association only, and shall set forth his findings of fact, reasoning, and decisions on the issues submitted. The arbitrator's decision shall be final and binding on all parties to this agreement and shall be in accordance with the terms and conditions of this agreement. The arbitrator shall not have the authority to alter or amend in any way the provisions of this agreement. (2007)

**5-4-4-4** Arbitration awards that involve retroactivity of pay shall not be made retroactive more than thirty (30) days prior to the date of filing of the grievance and in no event shall the District be liable for more than forty (40) teacher days of retroactivity.

**5-4-4-5** The expenses of arbitration shall be shared equally by the School District and the Association and/or the individual teachers involved; however, if demand for arbitration is made and not further pursued then administrative fees shall be paid by the one making the demand.

**5-5 Expedited Arbitration**

**5-5-1** By mutual agreement of the parties, the arbitration may be held under the Expedited Labor Arbitration Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration. There shall be no stenographic record of the proceeding. There shall be no post hearing briefs. The award of the arbitrator shall be rendered promptly, and unless otherwise agreed by the parties, no later than seven (7) days from the close of the hearing. The arbitrator's award shall be in writing, and the opinion shall be in summary form. (2004)

**5-5-2 Panel of Arbitrators**

The parties shall request a list of twenty-seven (27) arbitrators from the American Arbitration Association. The parties shall use the alternate strike method and reduce the list to nine (9) arbitrators.



The Association shall strike the first name. These nine (9) arbitrators shall be listed alphabetically and shall be the panel of arbitrators to hear grievances that arise under this Agreement.

**5-5-3 Prompt Submission/Appointment of Arbitrator**  
The parties agree to arbitrate the dispute within sixty (60) days after the demand for arbitration has been submitted. The parties shall promptly appoint an arbitrator from the panel by submitting a calendar of available dates to the arbitrators on the panel using the following method.

- a. After selection of the panel and when the need for an arbitrator first arises, the parties shall commence the appointment process starting at the top of the alphabetical list. Each time the need for an arbitrator arises thereafter, the parties shall utilize the alphabetical list and commence the appointment process with the arbitrator following the last arbitrator appointed.
- b. If the next arbitrator on the alphabetical list cannot hear the dispute within sixty (60) days, the parties shall contact the next arbitrator on the alphabetical list until one is selected who is able to serve within sixty (60) days.

**5-5-4 Alteration of Panel**  
At the conclusion of each school year, each party shall be entitled to strike one (1) arbitrator from the panel. Any such strike will not divest an arbitrator from jurisdiction over a matter already appointed. Stricken arbitrators will be replaced by striking from a list of seven (7) arbitrators provided by the American Arbitration Association, with the Association striking first.

**5-6 Miscellaneous**

- 5-6-1** Any party of interest may be represented at any level of the formal grievance procedure by a person or persons of his own choosing. It is expected that a meeting related to a grievance will be attended by the aggrieved person(s). At any meeting where the aggrieved person(s) cannot attend; the District will be notified in advance.
- 5-6-2** No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other representative or any other participant in the grievance procedure by reason of such participation.
- 5-6-3** Written or printed matter dealing with the processing of a grievance will be placed in a separate grievance file which chronicles each step in the grievance process and its outcome. When a grievance is resolved, all written and printed materials acquired during the processing will be maintained in the same file by Human Resources

- for the District as an historical record of the proceedings.
- 5-6-4 If, in the judgment of the Association, and after notification in writing to all immediate supervisors of all involved, a grievance affects a group or class of teachers from more than one school, the Association shall submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance shall begin at Level Two.
- 5-6-5 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and an effort shall be made to expedite the process. The time limits specified may be extended or decreased by mutual agreement. (2010)
- 5-6-6 If meetings and hearings are called during school hours, no teachers and/or designated representatives shall be subject to a salary deduction because of attending such meetings and/or hearings.
- 5-6-7 All expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.
- 5-6-8 If written notice of a grievance is not filed at each level of the grievance procedure within the time limit specified, the grievance will be conclusively deemed to have been withdrawn without prejudice.

## **ARTICLE VI - SELECTION AND DISPOSITION OF EDUCATIONAL MATERIAL**

- 6-1 Each school shall establish a School Educational Supplies Committee by the end of the second month of the opening of the school year. This committee shall be elected by the teachers and shall have a representative from each grade or department, support service, and special education group within the respective school. Each committee shall elect a chairperson who shall also serve as the representative to the District Educational Supplies Committee. The purpose of the school committee shall be to review requests by teachers for supplies and materials while considering the relative needs of programs and suggest implementation schedules for costly items as financial limitations allow. This review must precede budgeting deadlines so that recommendations may be forwarded to the principal to be incorporated in the schools' budget requests. Each principal shall review the preliminary budget at a general staff meeting prior to the preparation of the school's final budget. Each category shall be explained and discussed.
- 6-2 The Superintendent shall establish a District Educational Supplies Committee by the end of the third month. The members of this committee shall include the chairperson from each School Educational Supplies Committee and shall be representative of the specialty areas within the district. The purpose of this committee shall be to review requests for supplies from the schools, to make recommendations to the business office for purchase and warehousing of such supplies, and to make recommendations for the use of financial resources in support of the educational programs among the schools.



## **ARTICLE VII - USE OF FACILITIES**

- 7-1 The Association may use school mailboxes, bulletin boards, e-mail and inter-school mail service for organizational material, provided that all such material is clearly identified and the Association accepts the responsibility for such material. Copies of all such material shall be given to the building principal and the assistant superintendent. (1999)
- 7-2 Individual teachers may use the school mail services when such use is necessary and in good taste.
- 7-3 The Association may use school buildings for Association meetings on regular school days when arrangements have been made with and permission obtained from the principal of the building. Such meetings shall not conflict with any regular or special educational activities and where such use shall not involve additional or extra custodial services and/or other unusual expense to the District. Use of the building on other than school days requires the approval of the Superintendent in addition to the school principal. Any added expense resulting from Association use of buildings shall be paid by the Association.
- 7-4 The Association may, at the discretion of the building principal or administrator, use the office machines belonging to the School District. The Association will provide the costs of necessary repairs in the event there is damage to school machines by the Association. The Association will provide its own materials and supplies.
- 7-5 Teachers shall not engage in Association business during student contact time. (2005)

## **ARTICLE VIII - TEACHERS' HOURS**

- 8-1 Teachers on 5 day work weeks shall be required to work at the school premises a regular workday of seven (7) hours, not including the lunch period. Teachers on 4 day work weeks shall be required to work at the school premises a regular workday of 8.5 hours, not including the lunch period. (2014)

Current teachers' hours shall not be altered for the purpose of creating a less-than-full-time position without going through the negotiations process (1995)

- A. The daily starting and departure time for teachers shall be set in each school by the principal in accordance with duty schedules or when students are present and supervision is necessary. Any teacher required to perform a duty prior to the regular school day will

be allowed an early departure time that same day so the length of the workday is consistent with a regular day in 8-1.

B. On Fridays the teachers' workday shall end at 3:15 p.m. On days preceding Thanksgiving, Christmas, and Easter/Spring Break vacations, the teachers' workday shall end at 3:00 p.m. The Superintendent may, in his/her discretion, establish an earlier discharge time for days preceding holidays, recesses and/or vacations. (1996)

8-1-1 Teachers, as necessary, may be required to report earlier and/or remain longer to attend general faculty meetings and special meetings when called by the Superintendent or the building administrator. Mandatory meetings, workshops, programs, and committee meetings shall not exceed seven (7) hours per school month. (2000)

8-1-2 The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional responsibility and shall be encouraged by the Association. Teachers are expected to be available to parents and students for consultation before and/or after the first and/or last regularly scheduled class or preparation period.

8-1-3 The School Board recognizes that the primary responsibility of the teacher is to teach and shall organize the school day to insure that end. The building administrator will work with a committee selected by the teachers of the school. At year-round schools all tracks will be represented. The committee will make every reasonable effort to schedule no more than five (5) hours of non-instructional duty for teachers during a school month at the elementary level (K-6), and at the secondary level (7-12) no more than three (3) hours of non-instructional duty for teachers during a school month. (1997)

A duty is defined as a period of non-instructional time, when a teacher is supervising students other than their own on a regularly scheduled basis. At their own discretion, teachers may do non-paid, extra-curricular activities that place them in a student supervisory position during the non-instructional day without being considered a duty. (1997)

A teacher wishing to deviate from the scheduled monthly hours shall meet with the duty committee and have approval of the building administrator prior to the development of the duty schedule. Any deviation from these monthly hours must equal the average monthly hours of non-instructional duties per school year. No teacher shall be assigned a permanent duty without their consent.

Building administrators and the committee shall make every reasonable effort to reduce the duty schedules to equalize the non-instructional duties of teachers. A tentative duty schedule will be in place on the first day of school. A duty schedule showing duties for the entire year will be in place by the end of the first full month of school. Unforeseen circumstances may necessitate a duty schedule change after the first month, in which case every effort will be made to equalize new duties with those prior to the change. (1997)

Teachers assigned to more than one site:

1. Shall have the same amount of combined duty as teachers at those sites.
  2. Shall not be required to return to a site for the sole purpose of a duty. (1996)
- 8-1-4 Any aide employed will be assigned to the schools with the greatest need with yard, bus, lunch, and/or hall duties as part of their area of responsibility except when other specific duties conflict with extra duties.
- 8-1-5 The building administrator shall have the authority to permit divergence by teachers from the regular school day.
- 8-1-6 Teachers shall continue the tradition of participating in open house, educational fairs, and other responsible activities. Voluntary participation in Parent-Teacher activities is encouraged.
- 8-1-7 All teachers shall have during the teacher work day a daily period of time which shall be duty-free and student-free, in addition to his/her lunch period, for planning and preparation.

Teachers at grades 7-12 shall have at least one class period daily. Teachers at grades P-6 shall have at least 40 consecutive minutes per day.

Teachers who work less than full time will have an uninterrupted, duty-free preparation period equal to the percentage time employed, times (x) regular prep time of forty (40) minutes; i.e. 4.5 hours = 64% x 40 = 25 minutes.

All preparation time is to be uninterrupted, without interval or break.

Teachers who regularly teach without the benefit of a preparation period shall be paid on the basis of fourteen percent (14%) of their

current step of the Licensed Salary Schedule. Teachers are under no obligation to teach without a preparation period and do so voluntarily. Contracts for teaching an extra period without the benefit of a preparation period may be renewed annually by mutual consent. (1995)

Teachers may volunteer to cover the class of another teacher who is unable to be in attendance due to an emergency, or due to unforeseen circumstances beyond the teacher's control, or to attend a parent or professional conference during their preparation period. Pay shall be fourteen per cent (14%) of the daily rate of Step A0 of the Licensed Salary Schedule for this service.

- 8-1-8 All teachers teaching on a block schedule shall have one block of preparation time, which shall be duty-free and student-free, in addition to his/her lunch period, for planning and preparation during each class cycle.

The term "class cycle" is the cycle of all class periods meeting once. (1997)

- 8-2 Teachers shall have a duty-free lunch period of not less than thirty (30) minutes without interruption, if the employment time overlaps the scheduled lunch period, except when weather and emergencies make it necessary to alter a teacher's assignment and/or special events as determined by the building administrator. (1995)
- 8-3 When a teacher's class is in the charge of another licensed teacher, the regular teacher may leave the classroom and use that time for a preparation period, or for other educational purposes.
- 8-4 Travel time of any teacher assigned to teach at more than one (1) site shall be given at least, but not limited to, ten (10) minutes at each site plus transportation department-verified travel time. This time required to travel during the normal school day shall be considered as part of such teacher's teaching day. Mileage and/or gasoline allotments determined by the District will be granted to such teachers when using their own vehicles. (1996)

## **ARTICLE IX - LEAVES, ABSENCES, AND VACATIONS**

### **9-1 Sick Leave and Disability Benefits**

- 9-1-1 Each full time teacher shall be credited with fifteen (15) days of sick leave at the beginning of each school year, such leave to be cumulative to a maximum of 182 days. Teachers who begin service later in the school year will be credited with a prorated number of days of sick leave for the balance of that school year, on a basis on

one and one-half (1½) days of sick leave for each school month of service to be performed during that year. (1999)

- 9-1-2 Teachers contracted for half-day teaching duties shall receive fifty (50%) percent of the sick leave benefits granted to full time teachers.
- 9-1-3 In the event a teacher does not complete the number of days of service required by the teaching contract, and terminates his or her employment with the District, the number of days will be deducted when the final pay of the terminating teacher is computed.
- 9-1-4 Leave with pay for surgery or similar medical procedure will be allowed if the attending physician certifies that the operation should not be postponed and it satisfactorily appears that the procedure could not have been accomplished before commencement of the school year.
- 9-1-5 A teacher who is unable to teach because of personal illness or disability and who is forced to resign will be given equal consideration with all other applicants at such time as a vacancy occurs for which he or she is qualified.
- 9-1-6 A teacher may be required to take sick leave if it is determined; based upon reasonable medical information, to be in the best interest of the teacher or his or her students.
- 9-1-7 In cases of extended absence, or when a pattern of chronic or repeated absences occur, the Superintendent or principal may require the teacher to furnish written verification from an attending physician attesting to an illness or medical disability for which sick leave is being taken.
- 9-1-8 Teachers leaving the employment of the District shall be paid \$40.00 per day to a maximum of 182 days for each day of unused sick leave providing they have: (2004)
  - A. Ten years of contracted employment in the District.
  - B. Notified the District in writing on or before the last day of school of their intent to terminate their employment.
  - C. Not been dismissed pursuant to NRS 391.

A teacher, with up to 182 days of sick leave, may request that their unused sick leave payment be used as part of a retirement buy-out, providing they meet the above criteria for payment. Notification of

this request must be made by January 15 of the current year prior to retirement. (1999)

The maximum aggregate sick leave payments available yearly under this contract is \$60,000. If the demand in any one-year is in excess of the amounts available, the \$60,000 will be divided by the total number of accumulated sick leave days and the quotient multiplied by each employee's sick leave days. However, the minimum amount any individual will receive will be \$20 for each day of unused sick leave. (2004)

9-1-9 Sick Leave Bank

- A. Under this agreement licensed employees covered by this contract shall become members of the sick leave bank by contributing one (1) sick leave day for the establishment and operation of the bank. The assessment of the sick leave bank will not occur unless a licensed employee has more than twenty (20) days of accumulated sick leave. Then maximum days accumulated in the bank will be no more than 800 days, at which time assessment will cease. When the balance decreases to 500 days, assessment will commence at the beginning of the next school year. Teachers shall be notified by the last payroll day of their school year if an assessment will take place. Teachers that have accumulated more than 182 days of sick leave (Article 9-1-1) shall have the option of converting all days over 182 to PERS or donating them to the sick leave bank the last working day of their school year. This bank is to assist employees who have long-term illness or disabilities, or are under a physician's care with written documentation stating they are unable to attend work and so have exhausted their sick leave accumulation. (2013)
- B. The maximum cumulative number of days, which any one person can be granted from the bank during his/her period of employment with the Churchill County School District, is ninety (90) days. Persons who have used the bank must, upon leaving the district, reimburse the bank those borrowed sick leave days, even if those days will exceed the cap, before being paid for unused sick leave as afforded in 9-1-9. (1996)
- C. Application for benefits from the sick leave bank shall be made to the Sick Leave Bank Committee. The Committee shall be made up of two members appointed every two years by the Churchill County Education Association President and



one member appointed by the Churchill County School District Board of Trustees. The applications shall be reviewed and discussed at a Sick Leave Bank Committee meeting. The committee shall decide if the application meets the criteria, as developed by a joint committee of District and Association representatives, to receive benefits. The decision of the Committee shall be final. (1997)

- D. A statement of participation in the sick leave bank will be included in the yearly sick leave accounting update given by the District to each participating employee.
- E. When the total number of days in the sick leave bank is reduced to ninety (90) days or less, the Sick Leave Bank Committee will inform the bank membership that a special assessment of one sick leave day per member will be made to reimburse the bank.

## **9-2 Bereavement Leave**

9-2-1 Teachers will be granted leave of absence of not more than ten (10) consecutive working days with pay, per occasion, to be deducted from sick leave for bereavement in the immediate family. An extension of this leave of not more than ten (10) consecutive working days shall be deducted from sick leave, upon notification to the superintendent. Teachers who have exhausted their sick leave may request an extension, with salary deduction limited to the substitute teachers' pay scale, from the Board of Trustees. (1994)

9-2-2 Teachers will be granted leave of absence of not more than five (5) working days, per year, when the situation is not covered in 9-2-1. The teacher shall indicate whether this leave shall be deducted from sick leave or salary deduction limited to the substitute teachers' pay scale. (1994)

## **9-3 Family Illness**

9-3-1 The District will grant leave of absence with pay, to be deducted from accumulated sick leave to any teacher unavoidably absent because of illness or injury to the teacher's own children or immediate family. (1999)

In the event of illness or medical complications, which may arise due to or following the birth or adoption of the new child, leave will be granted as provided in the above paragraph. The Superintendent has the option of requesting verification by the attending physician. (1999)

- 9-3-2 The Superintendent may, at his/her discretion, grant additional leave for family illness beyond that set forth in 9-3-1, in which case salary deductions shall be limited to the substitute teachers' pay scale.

9-4 Professional Development and Educational Improvement Leave

- 9-4-1 With the approval of the Superintendent, leaves may be granted for the purpose of attending professional meetings, conferences, educational seminars, serving on committees, conventions, school visitations, and community services. The Superintendent has the option of granting these leaves at no deduction in salary, or at salary deduction limited to the substitute teachers' pay scale depending upon the value of the attendance to the District. If, in the opinion of the Superintendent, such attendance is not of value to the District, leave may be granted with full deduction in pay. At the discretion of the Superintendent, per diem, and/or travel may be provided by the School District.

9-5 Personal Leave

- 9-5-1 Leave shall be granted, with deduction in pay limited to the amount reimbursed, if any, by the court, for any teacher required to be absent from assigned teaching duties by reason of his or her appearance as a witness or juror in a court of law. Leave in this category shall be limited to those instances in which the teacher's attendance is compelled by a duly issued subpoena or court summons.

- 9-5-2 The leave provisions of paragraph 9-5-1 shall not apply to a teacher when making a voluntary appearance in court proceedings. In all instances of voluntary court appearance, leave shall be granted upon prior application to the Superintendent and with deduction in pay as outlined in 9-5-3.

- 9-5-3 Each teacher shall be granted five (5) days of personal or business leave each year. Two days shall be granted at no salary deduction. The third, fourth and fifth days shall be deducted at substitutes cost to the district. Personal or business leave will be granted only in one-half (1/2) day or full day blocks of time. Except in cases of emergency, one day's advance notice of intent to use such leave will be given. (2001)

If a teacher chooses to use only one of the two days at no deduction he/she may, on or before the last day of school on a form provided by the District, elect to convert that day to sick leave. (1997)



If a teacher uses neither of the two days at no salary deduction, he/she may, on or before the last day of school on a form provided by the District, elect to:

- (a) Convert the unused days to sick leave; or
- (b) Receive payment from the District of \$45.00 per day (1994)

Teachers who work one-half (91 days) of the contracted year or less shall be granted two one-half ( $\frac{1}{2}$ ) days of personal or business leave at no salary deduction. The third and fourth one-half ( $\frac{1}{2}$ ) days shall be given and deducted at the substitutes pay rate. The fifth one-half ( $\frac{1}{2}$ ) day shall be given with a full day's salary deduction. One-half ( $\frac{1}{2}$ ) days may be combined. This paragraph also applies to those teachers who work less than full-time but will have those days applied at the appropriate prorated percent of the day worked. (1995)

Personal leave may not be granted during the first and last week of school and/or the day before or after any scheduled vacation.

## 9-6 Maternity Leave

9-6-1 Teachers who become pregnant during the school year may use accumulated sick leave in the manner provided in paragraph 9-1-6. The teacher may take a total of six (6) weeks of maternity leave for normal childbirth and eight (8) weeks for a Cesarean birth. After exhausting accumulated sick leave the employee may take the remainder of six (6) weeks maternity leave for normal childbirth and eight (8) weeks for a Cesarean birth at a payroll deduction equal to the District's cost of the substitute taking the teacher's class. Leave granted for adoption, childcare immediately following birth or adoption, and paternity leave will apply only to the mother and/or father of the new child. (2001)

9-6-2 If a teacher is unable to continue performance of her teaching duties after maternity leave, she may apply for a leave of absence, without pay, for a period not to exceed one (1) year, provided:

- (a) The teacher has previously completed one (1) year of teaching in the District, and
- (b) The teacher gives written notice to the Superintendent by March 1st of the ensuing year of her desire to return to teaching duties. (1998)

9-6-3 The decision whether to continue teaching duties shall be left to the sound discretion of the teacher and her physician.

9-6-4 A teacher who becomes pregnant during her term of employment but who has not completed one (1) year of teaching in Churchill County

School District may resign her position at such time that she and her physician conclude that it is in her best interest to discontinue her teaching duties. The teacher may be considered for re-employment at such time as a vacancy occurs for which she may be qualified.

- 9-6-5 The Superintendent may, at his discretion, require written medical assurance that the pregnant teacher is safely able to continue her classroom duties.
- 9-6-6 Upon re-employment following maternity leave, the teacher shall be credited with all unused sick leave accumulated prior to the commencement of her leave of absence.
- 9-6-7 Except as otherwise specified in this section, maternity leave shall be administered in the same manner as any other leave of absence, and the general provisions hereinafter set forth for extended leaves of absence, not inconsistent with this section, are incorporated herein by reference.
- 9-6-8 A female teacher may use accumulated sick leave for illness or disability caused by pregnancy and/or childbirth.

Six (6) weeks of accumulated sick leave may be used for the care of a newly adopted child. The Superintendent may, in his/her discretion, grant additional day(s) for the care of the newborn child or a newly adopted child; the same shall be deducted from the accumulated sick leave. (1999)

## 9-7 Extended Leaves of Absence

- 9-7-1 Upon written application to the Board of Trustees, a teacher who has been employed by the district for two (2) full years may ask for a leave of absence without pay for a period of time not to exceed one (1) school year. Requests for leave of absence must be received no later than April 1<sup>st</sup> of the year prior to commencement of such leave. Leave may be granted for such good and sufficient reasons which the Board feels appropriate including, but not limited to, the following: health, child rearing, programs related to professional improvement and educational development. Leave may not be taken so that an employee can take another position within or outside of the District.(2007)
- 9-7-2 A teacher granted an extended leave of absence must file written notice with the Superintendent on or before March 1st of the year following commencement of such leave stating whether or not the teacher plans to return to classroom duties with the District. Failure to give notice will result in forfeiture of the teacher's right of re-

employment as hereinafter provided.

- 9-7-3 At the discretion of the Board of Trustees, a leave of absence may be extended for an additional period of one (1) year, provided the teacher on leave makes written application for such extension on or before March 1st of the year in which the initial leave of absence is effective.
- 9-7-4 A teacher granted a leave of absence will be guaranteed re-employment the following year subject to the provisions of 9-7-2 above. The teacher will return to duty at the position on the salary scale immediately higher than the step applicable at the beginning of such leave, provided the teacher has taught the major portion of the school year at the time the leave commenced. Compensation will also be made for any applicable advanced training received during such leave. While assurance cannot be given that the teacher will return to the same building, grade, or position, an effort shall be made to do so, or to place the teacher in a comparable assignment. Teachers on leave of absence will retain all unused sick leave upon their re-employment with the District.
- 9-7-5 Unless found to be contrary to law, teachers on leave of absence from the District may, at their option, be considered as members of the teaching staff for insurance purposes upon the teacher paying the full amount of all insurance premiums required.
- 9-7-6 Upon written application to the Board of Trustees, an employee may elect to work for 80% of his/her regularly contracted salary for a four (4) year period. The fifth year the employee will be allowed to take a one year's leave of absence and receive the amount of money deferred during each of the previous four years plus whatever interest has accrued at a rate of not more than 5% per annum, to be paid in twelve equal monthly increments. During this five-year period, the district will pay the employee's PERS deductions at the statutorily required rate. While on leave, the district will pay half of the employee's insurance as identified in the Agreement.

An employee returning from leave, pursuant to Section 9-7-2 above, will be placed on the next step of the salary schedule unless the teacher has qualified for additional advancement on the teachers' salary schedule. The employee will be eligible for the same teaching position upon return from his/her leave of absence.

Any sick leave accumulated at the time the leave begins will be credited to the teacher at the time he/she resumes contracted duty. To be eligible for this plan, the teacher must have been actively engaged as a licensed employee of this school district for not less

than five (5) years. Applications will be acted on in order of receipt, but not more than 2% of the full-time licensed staff may enter this program in any given year.

A teacher who must withdraw from this plan before the fifth year will receive the amount of money deferred during the enrollment in the program, plus three-quarters of the interest accrued at not more than 5% per annum.

#### **9-8 Military Leave**

9-8-1 Military leave will be granted as provided by applicable statutes.

#### **9-9 Sabbatical Leave**

9-9-1 Under proper application and approval by the Board of Trustees, a Sabbatical leave of one (1) school year duration may be granted for professional study in the teacher's area of specialization or a closely allied field.

9-9-2 A teacher must have completed five (5) consecutive years with the District, must not have attained the age of sixty (60) by September 1st of the year in which the leave is to be commenced, and must not have taken Sabbatical leave during the preceding five (5) years.

9-9-3 No more than one full time member of the teaching staff may be on Sabbatical leave during any one school year. Teachers must apply by January 15th of the year which the Sabbatical leave is to be taken using forms developed by the District. Teachers must substantiate the benefit of Sabbatical leave to the District and must describe the nature of the course of study proposed.

9-9-4 Salary shall be at one-fourth ( $\frac{1}{4}$ ) of the teacher's annual rate in effect during the Sabbatical leave year exclusive of any extra duty pay. A teacher approved for Sabbatical leave who wishes to be paid while on leave shall furnish a surety bond indemnifying the District against loss in the event the teacher fails to render the minimum service required after return from leave. A teacher on Sabbatical leave who has furnished a surety bond will receive benefits, including that portion of the Group Medical Insurance normally paid by the District as well as the appropriate premiums for PERS and SIRS based on one fourth ( $\frac{1}{4}$ ) of the teacher's annual rate.

If the teacher does not wish to furnish a surety bond, payment of Sabbatical leave salary is to be made in 24 monthly installments added to the salary received by the teacher during the two years

following the year in which the Sabbatical leave is taken. That portion of the group medical insurance premium normally paid by the District shall be continued during Sabbatical leave but no other employee benefits shall be paid during the period of the Sabbatical.

The Sabbatical leave shall count for an experience increment as if the teacher were on a leave of absence.

9-9-5 A teacher must agree to return to the Churchill County School District for a minimum of two (2) school years following Sabbatical leave and must submit a report which describes and evaluates the Sabbatical leave.

9-9-6 A Sabbatical Leave Committee composed of three (3) teachers appointed by the Association and three (3) principals appointed by the District shall be established to review applications for Sabbatical leave and make recommendations for approval or disapproval to the Board of Trustees of the School District.

#### 9-10 Association Representatives

9-10-1 The Superintendent shall grant, upon written request of the President of the Association, five (5) days leave during this term of office, for services to be rendered to the Association and its members. The Association will reimburse the District for the cost of the substitute, at the substitute pay scale, for leave days thusly granted. If in the determination of the Superintendent, the services of the Association President, during such leave, will be of value and benefit to the District such leave may be granted without reimbursement of the cost of the substitute. Additional leave for Association purposes may be granted upon application to, and approval of the Superintendent.

9-10-2 The President of the Association will be allowed to visit any school within the District while on leave or at any other time that does not interfere with his professional duties as a teacher. If such visitations occur during school hours, the president shall make prior arrangements with, and have the approval of, the principal of his own school and the principal of the school to be visited, which approval shall not be unreasonably withheld.

9-10-3 The Association shall be allowed ten (10) days of leave each year to be used by teachers who are officers or agents or representatives of the Association other than the President. At the discretion of the Superintendent this leave may be at no deduction in salary or limited to the substitute teachers' pay scale. Leave may be taken for the following reasons but not limited to: attending conventions, Delegate

Assembly, Association meetings, either local, state, or national, or meetings with legal counsel.

Five additional days, as needed, shall be allowed at full salary deduction.

The principal will be notified no less than twenty-four (24) hours prior to the commencement of such leave whenever possible.

**9-11 Leave Time for NSEA Officers is as follows:**

**9-11-1 Leave for NSEA President**

The District shall allow full-time release for any member of the local Association elected to serve as President of the NSEA, not to exceed two terms or four years. At the end of his/her presidency or four years, whichever occurs first, the teacher will return to the District in a position comparable to the one formerly held before the leave.

The NSEA will reimburse the District for the total amount of the salary and fringe benefits, which include the total PERS contribution, SIIS, and health insurance package.

Failure of the employee to return at the end of his/her presidency or four years, whichever occurs first, will be considered as a resignation from the District.

The employee must notify the District of intent to return by May 1 of each year on leave.

**9-11-2 For President, twenty-five (25) days, with deduction for substitute pay for all days of leave.**

**9-11-3 For Past President, fifteen (15) days of leave with ten (10) days of leave with deduction of substitute pay and five (5) days at full pay deduction.**

**9-12 Leave Time for UCN Officers and Director is as follows:**

**9-12-1 For President, UCN or NSEA Director ten (10) days of leave with deduction of substitute pay. (2005)**

**9-12-2 For Past President five (5) days leave with deduction of substitute pay. (2005)**



- 9-12-3 Additional days of leave may be granted, where the NSEA or UCN official can justify the need, and those additional days of leave, if granted, will be at substitute pay. (2005).

**9-13 Mediation, Fact-finding, and Related Hearings**

- 9-13-1 Leave shall be granted with deduction in salary limited to that of a substitute teacher's pay for teachers who are attending hearings and/or meetings as may be required in accordance with NRS 288. This is to include mediation and fact-finding, as well as meetings and/or hearings with the EMRB.

**ARTICLE X - DUES DEDUCTION**

- 10-1 The School District agrees to deduct from the salaries of its teachers political contributions and dues for CCEA, NSEA, and NEA, by monthly deductions in one sum as the teachers individually authorize the School District to deduct, and to transmit the monies promptly to the Churchill County Education Association. Teacher authorizations will be in writing on forms provided by the Association.
- 10-2 The Association will certify to the School District in writing the current rate of membership dues. The School District will be notified of any changes in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 10-3 Deductions referred to in Section 10-1 above will be made in equal installments once each month during the year. The School District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the fifteenth (15th) of the month.
- 10-4 No later than October fifteenth (15) of each year the Association will provide the School District with a current list of membership. The Association will notify the School District monthly of any changes in said list.
- 10-5 Any teacher desiring to have the School District discontinue the dues deductions he has previously authorized must notify the School District and the Association in writing between July 1 and July 15 for the school year's dues. If notification is received after July 15th, the dues will be deducted for that year in accordance with the dues authorization card which states, "I understand that if I terminate my membership in the United Teaching Profession after July 15 of any year, the balance of my dues for that year will be deducted from my payroll check(s)."
- 10-6 Upon termination of any teacher, the remaining amounts of dues for the

Association in Section 10-1 above will be deducted from the final check in accordance with the dues authorization card. If the amount due the Association is greater than the amount the teacher has earned, the Superintendent and the President of the Association will determine the amount to be paid on a meet and confer basis.

- 10-7 The School District will honor the continuing membership concept as authorized by the dues authorization cards which state: "I hereby authorize continued deduction of my United Teaching Profession dues from my payroll check as established by local, state, and national education associations and according to policy, rule, regulation or negotiated contract within my school district. I reserve the right to revoke this authorization by written notice to my school district and local association before July 15th of any school year." The Association shall provide the School District with an updated listing of memberships on July 15 so that proper deductions might be made.
- 10-8 The Association agrees to hold the District harmless for any actions taken by the District in reliance upon information furnished by the Association with respect to dues check off authorizations.

#### **ARTICLE XI - TEACHER PROTECTION**

- 11-1 The District will defend its teaching personnel in any civil litigation or other damage claim arising from the teacher's conduct within the course and scope of his or her employment with the District. The extent of such legal assistance is that available in connection with liability insurance, which is and shall be maintained by the District for that purpose.
- 11-2 No written criticism concerning a teacher shall become a part of the teacher's personnel file without the teacher first having been presented a signed and dated copy thereof and given the opportunity to discuss the matter with his principal or supervisor. The teacher shall acknowledge receipt of the written document without agreeing to the contents thereof. The teacher shall have the right to answer any material file. His answer shall be submitted to the District Human Resources Office which shall attach the answer to the related material in the file and send verification to the teacher that the material has been attached and filed. The teacher's answer shall be forwarded along with the related document to inquiring authorities. Nothing in this section prevents a teacher's principal administrator from keeping site notes regarding the teacher. These site files shall be maintained solely for the administrator's own personal use in preparing evaluations, observations, etc. and shall not be part of the teacher's official personnel file. (2010)
- 11-3 Each teacher shall be given a signed and dated copy of each evaluation. The teacher shall have the same right to reply as in 11-2 above. Nothing in this article prevents the retention of teacher evaluations in the teacher's official



personnel file maintained by District Human Resources. (2010)

- 11-4 A teacher may restrain a student when it is essential for self-defense or for the protection of the student, or for the protection of persons or property. The teacher shall immediately file with the principal a written report of the incident.

11-4-1 Refer to District Policy and Administrative Regulation 5135 for specifics of student discipline procedures.

At the request of either party, a review shall be undertaken by administrators and teachers.

- 11-5 No teacher shall be discharged, dismissed, or discriminated against because of any responsible activity with or on behalf of the Association.

- 11-6 Teachers shall have the right to review and receive copies of all materials in their personnel file except where the District is entitled by law to maintain the confidentiality of such materials. The teacher shall provide advance notice to the District of their intent to review and receive copies of their personnel file. Teachers may be required to reimburse the District for all materials furnished pursuant to this paragraph.

- 11-7 No teacher shall be disciplined, suspended, reduced in rank or compensation, adversely evaluated in a manner which could affect the teacher's employment or lead to dismissal or non-renewal, transferred, dismissed, non-renewed, terminated, or otherwise deprived of any professional advantage without just cause.

The Board of Trustees and their designees agree to follow a policy of progressive discipline, which minimally includes a verbal warning, reprimand, suspension, with termination or dismissal only as a final and last resort. The Churchill County School District reserves the right to use any of the above-mentioned disciplinary steps as appropriate. An employee is not entitled to a lesser disciplinary step before a more severe step is utilized if the severity of the infraction warrants a more severe step. (2011)

If a teacher has a reasonable belief that discipline or other adverse consequences may result that teacher shall be entitled to have a representative of the Association present during any appearance before the Board or its designee concerning any matter. The teacher has the obligation to notify the Board or its designee when such representation is needed or desired.

The teacher shall be given prior written notice of the reasons for such a meeting at least three (3) days in advance. The teacher shall be advised of the right to a representative.

All rules and regulations governing employee's conduct shall be interpreted and applied uniformly throughout the District.

Any dispute which arises pursuant to this section shall follow standard grievance procedures as outlined in Article V – 4 Level One Grievance. (1999)

NOTE: See the District Policy #4138 for information on complaints against teachers.

11-8

- 11-8-1 Each principal shall develop and communicate to the faculty emergency procedures which shall include a method of rapidly communicating a need for assistance in emergency situations when a potential for physical harm is evident, or when immediate assistance is required. Emergency procedures will also include methods for providing rapid assistance in emergency situations when a potential for physical harm to the teacher is evident. The provisions of 11-9-1 shall be implemented prior to the first day of student attendance, and shall be included in faculty handbooks. Principals of year round schools shall communicate emergency procedures annually to the faculty at an appropriate time. (1994)
- 11-8-2 When a teacher becomes aware of an actual or potential danger, or of an emergency situation, the teacher shall immediately report such danger or emergency to the teacher's immediate supervisor or designee. The supervisor shall immediately investigate and take appropriate action. (1994)
- 11-8-3 Any teacher involved in an assault, battery or physical injury within the scope of his/her employment shall immediately make a written report of the circumstances thereof. He/she shall make supplemental written reports, attaching copies of any information, complaints, and/or police reports served in connection with such assault or battery within five (5) days after he/she has been served therewith, and report the final disposition of any such proceeding. All reports referred to above shall be made to the teacher's principal or immediate supervisor. (2001)
- 11-8-4 In the interest of teacher safety, the board shall cooperate with law enforcement agencies. Supervisors shall request assistance from law enforcement agencies when warranted. (1994)
- 11-8-5 In a civil proceeding the superintendent and the school district's legal counsel shall, upon request, give advice and counsel to the employee involved in the assault and battery. However, the school

**district's legal counsel shall not be obligated to officially represent the teacher in the civil proceedings. (1994)**

- 11-8-6 If the teacher wishes to file a criminal complaint, the superintendent or his/her designee and the administrator in charge of the school or department shall assist and cooperate with an assaulted employee in making his/her criminal complaint against either an adult or juvenile offender. However, this shall not be construed as obligating the superintendent or any other official representative of the school district to participate as a complaining party with the assaulted employee. The school district reaffirms its policy to do everything possible in support of a teacher who is assaulted while acting within the scope of his/her employment in accordance with school district policies and directions especially when attempting to maintain order in a school. (1994)**
- 11-8-7 Principals shall make every effort to notify teachers who have direct contact with students at a building site of any past incidents and/or potential problems relevant to violent students. This shall include but not be limited to students with disabilities. (1994)**
- 11-8-8 Teachers involved with students with disabilities that exhibit violent and/or uncontrolled abusive behaviors shall be protected. (1994)**

## **ARTICLE XII - TEACHER FACILITIES**

- 12-1 The parties recognize that the availability of functional school facilities for both the student and teacher is desirable to insure the high quality of education and that is the goal of both teachers and the Board of Trustees. It is further recognized that facilities should be designed to meet the needs of the educational program and provide safety and comfort for the pupils, teachers, and the general public.**
- 12-2 The Administration and the teachers should cooperate to improve existing school and staff facilities within the limits of available resources.**
- 12-3 The Administration and the teachers shall continue to review existing facilities with the purpose of this review to be the insurance of recommendations to the Board of Trustees in their considerations of future priorities for renovations, replacements or remodeling.**

## **ARTICLE XIII - CONTRACT YEAR**

- 13-1 The amount shown on the teachers' salary schedule shall represent the amount of salary to be paid to teachers for a contract year of one hundred eighty-two (182) days for returning teachers and one hundred eighty-three**

(183) days for teachers new to the district as follows: (1995)

- A. One hundred eighty days shall be teaching days.
- B. One day prior to the beginning of each semester shall be devoted to work days and professional activity days. All staff members shall be present at building activities during these two (2) days except as outlined in Article 24-1 - YRE Calendar.
- C. At least half of the first professional activity day shall be available for teachers to work in their classrooms. All of the second professional activity day shall be available for teachers to work in their classrooms. (1995)
- D. Two days prior to the opening days of school shall be devoted to professional activities for new teachers to the district, of which one half ( $\frac{1}{2}$ ) of one day shall be available for teachers to work in their classrooms. (1995)
- E. Two days each semester shall be minimum days for use as teacher-parent conference days in grades K-6. (1995)

All additional days contracted between a teacher and the School District will be prorated and paid for in addition to the 182/183 days. Pay for days beyond the 182/183 days and deductions for unexcused days will be prorated on the basis of  $\frac{1}{182}$  -  $\frac{1}{183}$  of the contract salary. (1995)

- 13-2 If the District provides the following programs (e.g. resource, special education, counselors, music, physical education, computer education, art, etc.) the District may allow the licensed employees of these programs eighteen (18) instructional days beyond his/her regular 182/183-day work year (See Article XVI for pay determination). (1995)
- 13-3 A joint committee shall be formed to plan the calendars for the upcoming school year. This committee shall include at least one association representative from each school. Representatives from the Classified Association and Administration will be invited to sit on this committee. This committee shall obtain input from each group to plan the school calendar for the subsequent year, including, but not limited to, Spring Break, any workshop days, parent conference days, and orientation days. All teachers that are affected by Spring Break shall be given a vote as to when it occurs. This committee shall present to a vote of at least three calendars for traditional employees. All employees shall vote on the calendar that most affects their work. The calendar recommendations shall be presented to the board of trustees at or before the second meeting in January. (2005)

- 13-4 Such calendar, when approved by the Board of Trustees, will become part of the contract for the next year by reference in the teacher's contract.

#### **ARTICLE XIV - INFORMATIONAL MATERIAL FLOW**

- 14-1 The School District shall make all relevant public information available to the Association within a reasonable time after it is requested. If the District has public documents containing the information requested by the Association, duplicate copies will be provided at the expense of the Association. In the event public documents containing the requested information are not available, the District shall permit reasonable access to their files so that the Association may itself obtain the information requested.
- 14-2 The information referred to in Section 14-1 shall include relevant materials on file relating to the financial affairs of the District, including documents pertaining to the establishment of each year's budget.
- 14-3 The Association shall make available to the District all information relevant to negotiations.
- 14-4 It shall be the sole responsibility of the Association to avail itself of the opportunity to obtain the information referred to in this Article.
- 14-5 A duly authorized representative of the Association shall be required to acknowledge, in writing the receipt of any file materials furnished to the Association pursuant to the Article.
- 14-6 The district office will send to the CCEA president, through inter-office mail, school board agendas and packets, proposed policy changes, and other appropriate documents.

#### **ARTICLE XV - CLASS SIZE STANDARDS**

- 15-1 The School District, realizing the importance of class size for effective instruction, shall try to maintain the teacher load, whenever and wherever possible within the limits of the instructional area.

## ARTICLE XVI - SALARY SCHEDULE FOR SPECIAL CONTRACT SERVICES

Listed below are the number of units assigned for each activity agreed upon by the District and the Association.

<b><u>ASSIGNMENTS</u></b>	<b><u>STEP A</u></b>	<b><u>STEP B</u></b>
Academic Team	4	5
Advanced Placement Coordinator	1	2
Athletic Director	9	12
Athletic Director, Assistant	6	9
Athletic Director, Middle School	6	9
Athletic Trainer (3 position - Fall, Winter, Spring)	3	4
Band, Head	8	9
Band, Assistant	2	3
Band, Summer	8	10
Baseball, Head	9	10
Baseball, Assistant	7	8
Baseball, J.V.	7	8
Basketball, Head Boys	11	12
Basketball, Assistant Boys	8	9
Basketball, J.V. Boys	8	9
Basketball, 9th Boys	7	8
Basketball, 8th Boys	6	7
Basketball, 7th Boys	5	6
Basketball, Head Girl	11	12
Basketball, Assistant Girls	8	9
Basketball, J.V. Girls	8	9
Basketball, 9th Girls	7	8
Basketball, 8th Girls	6	7
Basketball, 7th Girls	5	6
Character Counts	3	5
Cheerleaders, H.S.	8	9
Cheerleaders Assistant, H.S.	6	7
Chief School Nurse	13	15
Choir	4	5
Cross Country, Head	6	7
Cross Country, Middle School	5	6
Drama	5	6
Drill Team	5	6

Exploratory Teaching Coordinator	4	5
FBLA, Head	5	6
FFA, Head	6	7
FFA, Assistant	3	4
FHA	5	6
Football, Head	11	12
Football, Assistant	8	9
Football, Assistant	8	9
Football, Assistant	8	9
Football, J.V.	8	9
Football, Assistant	7	8
Football, 9th	7	8
Football, Assistant	5	6
Forensics	9	10
Forensics, Assistant	6	7
FTA, Sponsor	2	3
Golf, Boys	6	7
Golf, Girls	6	7
Gymnastics	2	3
HOSA Advisor H.S.	5	6
Intramurals, Boys H.S.	5	6
Intramurals, Boys Middle School	5	6
Intramurals, Girls H.S.	5	6
Intramurals, Girls Middle School	5	6
Intramurals, Elementary	1	2
Journalism, High School	2	3
Journalism, Middle School	2	3
Middle School Activities	2	3
Mentor (see Compensation)		\$600
Military Liaison	6	7
National Honor Society, High School	2	3
National Honor Society, Middle School	1	2
Pep Club, Middle School	1	2
Rifle Team	5	6
Secondary Department Chairperson (English, Math, Social Studies, Science, Special Ed, Vocational)	2	3
Soccer, Head Boys	8	9
Soccer, J.V.	7	8
Soccer, Head Girls	8	9
Soccer, Girls J.V.	7	8
Softball, Head	9	10
Softball, Assistant	7	8
Softball, J.V.	7	8

Student Council, H.S.	4	5
Student Council, Middle School	2	3
Swimming, Head Coach	6	7
Swimming, Assistant Coach	5	6
Tennis, Head Boys	6	7
Tennis, Head Girls	6	7
Track, Head Boys	9	10
Track, Assistant Boys	7	8
Track, Assistant Boys	7	8
Track, Head Girls	9	10
Track, Assistant Girls	7	8
Track, Assistant Girls	7	8
Track, 8th Grade Boys	6	7
Track, 7th Grade Boys	5	6
Track, 6 <sup>th</sup> Boys	5	6
Track, 8th Grade Girls	6	7
Track, 7th Grade Girls	5	6
Track, 6 <sup>th</sup> Girls	5	6
VICA, Head	5	6
Volleyball, Head	11	12
Volleyball, J.V.	8	9
Volleyball, 9th Girls	7	8
Volleyball, 8th Girls	6	7
Volleyball, 7th Girls	5	6
Wrestling, Head	9	10
Wrestling, J.V.	7	8
Wrestling, Middle School	7	8
Wrestling, Assistant	5	6
Yearbook	3	4

Clerical Changes 1/25/11

(2011)

### **COMPENSATION**

1. The value of each unit shall be 1% of the Certified Salary Schedule Base.
2. STEP A: Years 1, 2, 3 of service to this Article in this school district.  
  
STEP B: Beginning of the 4th year of service to this Article in this school district.
3. Experience in the district in one activity will be counted for placement for the same activity on a different level.
4. No outside-the-district experience will be counted for placement on this



schedule.

5. Contingent upon receipt of grant funding, each mentor will receive a \$600 stipend annually for each mentee assignment. In the event the grant is discontinued and the Board decides to continue the mentor program, the parties will negotiate the scope of the mentor program and mentor teacher compensation. (2004)

#### **PROCEDURES**

1. The District retains the right to decide whether to fill or not to fill each of these positions on an annual basis.
2. If the District determines a need for additional positions, negotiations with the Association will begin immediately to determine the value to be applied to each step.
3. Any paid part-time positions, resulting from #1 or #2 above shall be posted on faculty bulletin boards or notice of such openings shall be provided through mail to all teachers.

#### **ARTICLE XVII - 2013-14 SALARY SCHEDULE**

17-1

Effective July 1, 2013, in lieu of a salary increase, the District agrees to pay an additional 1% portion of the PERS contribution rate. This represents the employees' portion of the increase (perNRS 286.421) to the overall contribution rate for FY2014. (2014)

17-1-1 Teachers who provide the District, no later than February 1<sup>st</sup> written notification of their intent not to return the following year, will be awarded a one-time stipend of five hundred dollars (\$500). Once the resignation has been submitted, it is binding on the employee and may not be rescinded. Payment of the bonus shall be made on the employee's final paycheck from the District. (2014)

**CHURCHILL COUNTY SCHOOL DISTRICT  
FY14 LICENSED SALARY SCHEDULE**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Steps</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA BA+45</b>	<b>MA+15 BA+60</b>	<b>MA+32</b>
0	34506	36068	37630	39192	40754	42316
1	35897	37459	39021	40583	42145	43707
2	37288	38850	40412	41974	43536	45098
3	38679	40241	41803	43365	44927	46489
4	40070	41632	43194	44756	46318	47880
5	41461	43023	44585	46147	47709	49271
6	42852	44414	45976	47538	49100	50662
7	44243	45805	47367	48929	50491	52053
8	45634	47196	48758	50320	51882	53444
9	47025	48587	50149	51711	53273	54835
10		49978	51540	53102	54664	56226
11			52931	54493	56055	57617
12			54322	55884	57446	59008
13				57275	58837	60399
14				58666	60228	61790
15				60057	61619	63181
20				61908	63470	65032
23				63759	65321	66883
25						68734

TRAINING INCREMENT	\$1,562
EXPERIENCE INCREMENT	\$1,391
20,23,25 YEAR INCREMENT	\$1,851
DOCTORATE	\$1,000

- 17-2 Five years of successful teaching experience outside the district may be recognized for those being hired from outside of Nevada providing the experience has been within the last ten years.
- 17-3 Teachers and nurses not possessing a baccalaureate degree cannot advance beyond Step 5 of the A column.
- 17-4 Nurses possessing a baccalaureate degree and State certification will advance on the licensed salary schedule with no restrictions effective after July 1, 2003.(2004)
- 17-5 Non-degreed vocational teachers cannot advance beyond the C column.
- 17-6 The Churchill County School District shall accept an undergraduate course as one full credit if:
- A. The course is to be taken for meeting licensure requirements.
  - B. The course is taken in the area of the teacher's current assignment(s).(1994)
  - C. The course is part of an advanced degree program as noted on the institute's transcript. (2000)
  - D. The course is in the teacher's major or minor field of study. (1994)
  - E. General types of courses for all teachers in the areas of computer classes, foreign languages and sign languages. (2000)

All other undergraduate credits count 2/3 of a credit. Quarter hours are converted to semester hour units by multiplying quarter hour units by 2/3.

Graduate credit shall be considered as full credit.

Credits earned at the District's expense or while on school time, except for inservice credit offered by the District, will not be used for advancement on the salary schedule.

The District shall continue to offer inservice course credits during each school year at no cost to teachers. All inservice credits certified by the Nevada State Department of Education shall be considered as full credit for advancement on the salary schedule. A maximum of thirty-five (35) inservice credits may be used for advancement on the salary schedule. An employee is eligible for a maximum of six (6) District paid inservice credits each school year. (2000)

If any teacher feels that he/she wants to take a class that does not fit the above criteria, they may meet with the District accompanied by an association representative to discuss the possibility of getting credit. (1994)

- 17-7 The teacher assumes the responsibility of proper certification and should be fully acquainted with the State Requirements.
- 17-8 A transcript of credits earned and a statement of the number of years taught must be on file in the personnel office by September 15th to have credits earned and credited. All class work must be completed by August 31st. The District will accept official verification of the satisfactory completion of a class in the event transcripts have not yet been issued. Final verification must be by official transcript. (1995)
- 17-9 The District shall include each teacher's placement on the salary schedule and current advancement credits on file on the Teachers' Salary Summary and Questionnaire. Also included will be a current credit printout. If placement is not in conformance with the schedule, he/she should bring the discrepancy to the attention of the central office. (1994)
- 17-10 Teachers granted a leave of absence during the school year will be granted a step increase in experience on the salary schedule upon resumption of duties provided the teacher had taught a major portion of the school year at the time leave was granted.
- 17-11 The District maintains workers' compensation insurance coverage for employees for work-related injuries, and liability protection for employees in the performance of their duties. Information concerning these coverage's is available at the business office of the District. (2000)
- 17-12 Teachers will provide information concerning their plans to earn credits for advancement on the salary schedule. Forms will be provided by the District to collect such information.
- 17-13 The District shall provide health, dental and vision insurance without premium cost to full time employees covered by the licensed bargaining unit. The District shall provide benefits in accordance with the current approved group benefit plan. If, during the term of this agreement, the District changes the health insurance carrier resulting in change in benefits, the parties agree to immediately reopen negotiations regarding Article 17-13. (2010)

Less than full time licensed employees will be given the option to purchase into the group insurance program at their sole cost via automatic payroll deduction.(2010)

- 17-14 The District agrees to provide to all employees qualified to be members of this Association, the services necessary to offer them the benefits available from the Internal Revenue Act of 1978, Internal Revenue Code Section 125, as amended. The Association agrees that the District's only obligation is to make the deductions and corresponding contributions that are requested in writing by the qualified employees.

Prior to July 1, 1989, the qualified employees shall make an election of benefits for six months. Thereafter, the election shall be made to conform to the calendar year on a date established by the District in sufficient time for participants to consider their needs.

The Association agrees to hold the District and its employees harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, to include attorney's fees arising from this benefit.

- 17-15 The following steps will be taken to establish the salary of a less-than-full-time licensed employee:

- A. Appropriate placement on the licensed salary schedule.
- B. Establish the percentage time employed by dividing the number of hours by the teacher work day (seven hours).
- C. Multiply the percentage time employed by the appropriate placement, i.e.  
 $A0 = \$25,233; \text{working } 4.5 \text{ hours}/7 = 64\% \times 25,233 = \$16,149. (1995)$

- 17-16 Traditional employees that switched from a traditional calendar to a YRE calendar, had overlapping pay periods, and are returning to a traditional calendar, will receive a health insurance premium payment during the first month when there is a lapse in service. The payment will be equal to one month's health insurance premium at the premium rate when the overlap occurred. Upon retirement, a YRE employee that was involved with overlap pay periods and has not switched back to a traditional calendar, will receive a payment equal to one month's health insurance premium at the premium rate when the overlap occurred. (1996)

- 17-17 National Board Professional Teaching Standards Certification

Teachers who submit satisfactory evidence that they have received certification by the National Board of Professional Teaching Standards shall receive a six (6%) percent salary increase. (2004)

Credit earned while pursuing National Board Certification will be accepted for movement on the salary schedule if it is acceptable graduate credit from an accredited college or university.

Candidates accepted for National Board Certification study will be granted two (2) paid release days to be used for portfolio preparation, National Board workshops and forums to be coordinated and scheduled with the site administrator.

Candidates accepted for National Board Certification study may use school district equipment at the building site but said equipment may not be removed from the site. (2001)

- 17-18 Teacher incentives offered under the State of Nevada's Incentives for Licensed Educational Personnel will be available for all eligible licensed staff. The District will apply for the funding annually and ensure that those qualified receive all benefits that are funded by the State. An eligible person will receive 1/5<sup>th</sup> PERS retirement credit or a cash incentive at the amount funded by the State. The State set the eligibility requirements for these incentives and the District will only fund those that meet the State's eligibility criteria. Payment for the 1/5<sup>th</sup> retirement credit will be paid to PERS. Payment for the cash incentive will be issued with the next normal payroll (same monthly pay date) within 30 days of the District receiving the funds from the State.

If an eligible person is not working full-time in an eligible position, the amount of the incentive will be prorated for the amount of the work day contracted in the eligible position. (2014)

#### **ARTICLE XVIII - COMMUNICATION AND POLICY CHANGE**

- 18-1 When changes are to be made with reference to District Policy, the Association will be notified of such changes and if possible will have prior notification.
- 18-2 Vacancies, which occur in new or existing administrative or teaching positions, shall be advertised at least one time in the local newspaper. The Association shall be notified in writing of such vacancies. Notices of vacancies that can be filled by transfer shall only be advertised within the district. (2000)
- 18-3 The vacancy will not be permanently filled within five days following compliance with the herein specified condition.
- 18-4 However, if a vacancy occurs between August 1st and September 1st, the Board of School Trustees and the Administration reserve the right to waive the five-day advertising requirement for each position becoming vacant should the Administration deem it necessary for the continuity of instruction. However, should such advertising period be waived, the administration will notify the President of the Churchill County Education Association by mail of each incident and post such notice for each vacancy in the district office.



## **ARTICLE XIX - REDUCTION IN FORCE**

- 19-1 The School District retains the right, without negotiations, to determine when a reduction in force is necessary, the number of individuals whose employment must be terminated, and which areas of instruction and/or school district operations within which such a reduction in the force will occur. The District will make every reasonable effort to continue to provide such decisions and the appropriate notification(s) in writing to the affected parties, the teacher(s) and the Association, by April 15 of any year. Under no circumstances will the decision(s) or notification(s) be communicated later than April 30 of any year. The Association shall be given the opportunity to confer regarding proposed reductions prior to effectuation.
- 19-2 Reductions in force shall be made first among probationary teachers and last among permanent teachers.
- 19-3 Teachers who volunteer to leave from the area or department affected by a reduction in force will be the first to be reduced in force.
- 19-4 Any additional teacher reductions in force will be accomplished in accordance with the procedures hereinafter set forth.
- 19-4-1 The Churchill County School District shall determine the proposed order in which the teaching staff shall be reduced, provided, however, that no teacher qualified to teach a particular assignment or grade level as evidenced by a current valid credential issued by the Nevada State Board of Education shall be replaced by another teacher not qualified for such assignment as prescribed above. The board of trustees will use the following criteria in this order to make their determination:
1. Seniority with the Churchill County School District.
  2. The type of degree attained by the teacher and whether the degree is in a subject area that is related to his or her position also if the teacher is highly qualified for the position.
  3. Whether the teacher is employed in a position which is hard to fill;
  4. Whether the teacher has received a national board certification;
  5. The type of licensure held by the teacher. (2011)
- 19-4-2 Seniority in the District shall mean the total number of years, or fractions thereof, that the teacher has been employed as a classroom teacher within the Churchill County School District, except that in case of a teacher who has voluntarily terminated and subsequently been rehired, seniority shall commence with the date of rehire. Resignation forced on account of maternity shall not be considered for these purposes as a voluntary resignation.

- 19-4-3 In the event two or more teachers have the same semester seniority; seniority shall be determined by the actual date a teacher begins work. Drawing lots shall determine seniority between two teachers with the same starting date.
- 19-4-4 Teachers who are re-hired after an initial one-year contract shall be given credit for that first year on the seniority list. (2005)
- 19-5 District and Association officials will cooperate in updating a seniority list annually.
- 19-6 Teachers laid off due to reduction in force shall be considered on leave of absence for three (3) years from the date of lay off. A teacher thus laid off for more than three (3) years shall lose all seniority and recall rights. Each teacher on leave of absence due to reduction in force shall have the right to reinstatement in the reverse order in which they were laid off at such time as there are openings for which the teachers are certified and qualified.
- 19-7 When vacancies occur during a time when any teacher(s) are on leave of absence due to reduction in force, the District shall notify all teachers who may be certified and qualified of the existence of such vacancies by certified mail, with copies of all such letters simultaneously furnished to the Association.
- 19-7-1 No new appointments, except on a substitute basis, shall be made for at least thirty days following such mailings, however, in the case of a vacancy occurring after July 15th, this time limit shall be reduced to seven (7) days following receipt of notification. Such certified mail shall be sent to the last address furnished by the teacher to the District. If undeliverable, the thirty (30) day waiting period shall not apply.
- 19-7-2 If a teacher who is notified of recall does not return for employment at the specified time, the District shall have no further obligation to that teacher, except that if the recalled teacher is unable to return due to a bona fide illness or emergency, the leave of absence provision shall be extended for a period not to exceed one (1) year.

## **ARTICLE XX - LICENSED EMPLOYEE TRANSFER & REASSIGNMENT**

### **20-1 Definitions**

The term "vacancy" is any position previously held by a licensed employee or newly created by the Board.

The term "transfer" is the movement of a licensed employee from one work location to another work location at a different work site when there is a vacancy. For Year Round Education employees the term "transfer" will be defined as the movement of a Year Round Education employee to a different work site of either traditional school or Year Round Education school scheduling. (1997)

The term "reassignment" is the movement of a licensed employee from one grade level/subject area to a different grade level/subject area at the same work site when there is a vacancy. For Year Round Education employees, the term "reassignment" will be defined as the movement from one track to another at the same work site or the movement from one subject area or grade level to another subject area or grade level within the Year Round Education employee's existing track, or from a regular classroom to a team teaching classroom at the same Year Round Education work site.

By March 1 a time line for reassignments and transfers will be jointly determined between the Associations and the District. These will be posted at all work sites. Reassignments and transfers will take place in this order. (1998)

Note: It is possible for a request to include both a transfer and a reassignment.

## 20-2 Vacancies

Whenever a vacancy occurs, the Board or its designee shall notify the Association as provided in Article 18-2 of this Agreement.

The District shall not transfer a teacher involuntarily in order to create a vacancy.

The District will accept transfer and reassignment requests throughout the school year for posted vacancies, for at least five (5) working days. Advertisements for reassignments will be for at least two (2) working days or until all site teachers have been notified in writing. YRE licensed employees that are off track will be notified of all applicable vacancies. Transfer and reassignment requests must be submitted on or before April 15<sup>th</sup> for vacancies that may arise after that date. (2007)

The District shall notify licensed employees who have filed applications for transfer of any vacancies for which they may be eligible when these occur during the summer months, vacation, or any off track time. Notification shall be by mail, in person or by telephone. It is the responsibility of the licensed employees to contact the District during the posting period. (1998)

## 20-3 Voluntary Transfer or Reassignment

Requests for transfer or reassignment shall be made on forms provided by the District. The form shall contain the specific position for which the transfer is

requested.

Applications from currently employed licensed personnel will be accepted and given equal consideration to new applicants for transfer or promotions into any positions for which they are qualified. (1998)

If two or more licensed employees have requested a transfer or reassignment to the same position, the determination of which employee obtains the position will be based on licensure, qualifications, and experience. All in-district applicants will be afforded the opportunity to interview. (1998)

After the position has been filled, District employees who interviewed and were unsuccessful will be given a written notice stating that they failed to receive the reassignment or transfer. (1998)

Licensed employees returning from leave shall be accorded all rights provided under this section.

#### **20-4 Involuntary Transfer/Reassignment**

Involuntary transfer/reassignments will only be made when there is a decrease or shift in student enrollment, staff attrition to effectuate a reduction in force, or a modification in program or facilities within the District. Involuntary transfers/reassignments, if made, will be announced but not occur until the last day of the traditional school calendar in an effort to allow the affected teacher the opportunity to apply for any and all transfer/reassignments. In the event that the affected teacher accepts the transfer/reassignment, the action can occur at that time. (1998)

Personnel affected by an involuntary transfer will be considered part of their current staff until the start of the next school year. (1998)

The District shall seek volunteers within appropriate affected areas for transfer/reassignment. Lacking volunteers, the licensed employee with the least seniority in the appropriate affected area shall be transferred/reassigned. Licensed employees so transferred must be properly licensed for the new assignment.

When involuntary transfer is to take place, the principal and the licensed employee will cooperatively work together to allow sufficient preparation time.

Licensed employees returning from leave shall be accorded all rights provided under this section.

When reduction of a position in one grade, and an addition of a new position in a different grade occurs due to a shift in enrollment at a year-round school, the

affected individual shall be offered the new position or choose to remain at the present grade level, provided sufficient seniority exists within that grade level. If the affected teacher chooses to remain at the present grade level, the teacher with least seniority at that grade level will then be assigned to the new position. (1995)

If the shift of enrollment occurs in a track that is doubled, the affected teacher shall be the teacher with the least seniority of the two teachers. (1995)

Any year-round teacher that is involuntarily transferred to a traditional school shall have a choice of receiving that year's pay divided over a thirteen (13) month period or a twelve (12) month period. (1995)

No teacher so transferred or reassigned shall suffer loss of salary or fringe benefits. (1998)

Teachers who are reassigned through an involuntary transfer in the Spring of each contract year shall have the following right:

The right to return to the previously assigned school if a vacancy should occur for which the teacher is licensed, in the department from which the teacher was involuntarily transferred, no later than the fourth Friday of their first month of school. (1998)

## **ARTICLE XXI - TERM OF AGREEMENT**

- 21-1 When ratified as hereinafter set forth, this agreement shall be effective and remain in full force and effect until July 1, 2014. (2014)

This agreement shall remain in full force and effect until a successor agreement is ratified by both the Association and the Board.

- 21-2 Either party shall give written notice to the other on or before February 1 of any year of its intention to reopen and negotiate certain provisions of this agreement, except that in the interim year only five items and salary and benefit provisions in Article XVII shall be negotiable.

## **ARTICLE XXII - GENERAL SAVINGS CLAUSE**

- 22-1 Savings Clause

It is not the intent of either party hereto to violate any law of the State of Nevada or of the United States. The parties agree that in the event that any provision of this agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into negotiation thereon at a time and date agreeable to both parties. The remainder of the agreement shall remain in full

force and effect.

## **ARTICLE XXIII - RELOCATION**

### **23-1 Definition**

The term "relocation" shall mean the movement of personnel due to an entire school or schools being reorganized or closed.

- 23-2** If a relocation is to occur, a plan shall be negotiated between CCSD and CCEA with a letter of agreement being developed and signed by both sides describing all the terms of the relocation.

## **ARTICLE XXIV - YEAR-ROUND EDUCATION**

### **24-1 Calendar**

Licensed staff in a Year-Round school will work a specified number of instruction days and two teacher orientation workdays at the beginning of the school year, so as to permit a 60-20 multi-track calendar. A teacher new to the district will be required to work three teacher orientation workdays. The days a teacher, in a year-round school, works will be equal to the 182-day work year that traditional school year teacher's work and 183 days a teacher new to the district works. (1995) Licensed staff members on the two tracks that have only a week between the ending of one school year and the start of the next school year (yellow and green tracks) will serve their two teacher orientation work days as outlined in the next paragraph. New licensed staff members to the District will be required to serve these three days as outlined in Article 13-1. (1995)

In a Year-Round school, the number of instruction days plus two/three workdays may not equal the 182/183-day work year. Any number of days falling short of the 182/183 day work year will be made up in any one or combination of the following: (1995)

- A. Parent conference days
- B. Teacher training, workshops, curriculum development as approved by the principal
- C. Attendance at out-of-district professional conferences, meetings, seminars and/or school visitations approved by the principal
- D. Teacher workdays at his/her school site selected by teacher with approval of the principal. Teachers will keep track of make-up days on a form provided by the District. Upon completion of make-up days, the form will be turned in to the building principal or his/her designee. Principals may allow



work time outside of the normal work day to be applied to alternative work day for track in - track out purposes (weekends or holidays). The principal must have prior notification and may deny the request depending upon extenuating circumstances. (1995)

No teacher who is off track will be required to attend meetings, workshops or activities. If an off track teacher chooses to attend any such required events the teacher may choose to count it as a workday. (1995)

#### **24-2 Site Level Track Assignments (1994)**

Grade level meetings at each elementary school will be held to give licensed employees in the year-round school the opportunity to indicate their choices. In the event that two or more people indicate the same choice, the assignment will be made based on district seniority.

District seniority will also be used when track assignments are added at a school.

Teachers wishing to change grade level shall be reassigned according to Article 20 of the Master Agreement.

The District, if possible, will assign the children of YRE licensed staff members to the same track that the YRE teachers are teaching.

In filling rover positions, volunteers will be sought. If volunteers are not forthcoming, a lottery system among each grade level will be conducted. This lottery will only include teachers that have not been a rover at any grade level. In the event a teacher chooses to be a rover for two years, or a second consecutive year, he/she will not be included in the lottery until all teachers in his/her grade level have been a rover a total of two years. A rover will not be required to be a rover more than two consecutive years.

Schools will not be limited to the roving model.

Teachers will be assigned to an available room after serving as a rover.

In double-track assignments, unless mutually agreed, double-track teachers will alternate having rovers in their classroom.

#### **24-3 Exchange Days**

The CCEA and CCSD agree to allow licensed staff assigned to YRE school to "exchange days" during the contract year using the following guidelines:

- A. The maximum number of allowable exchange days is five (5) working days per licensed staff member.

- B. Licensed staff members must apply to the principal at least five (5) working days prior to the desired "exchange day(s)", or less at the principal's discretion using the appropriate form provided by the principal. (1994)
- C. The principal's approval is a prerequisite to granting the day. The principal may deny the request based upon such considerations as: principal's requirements for that particular day(s), disapproval of substitute, or too many licensed staff members are choosing the same day.
- D. Licensed staff members will have the responsibility of arranging for the exchange with other licensed staff members. Payback of the "exchange day(s)" is the responsibility of the licensed staff members involved. The District bears no responsibility for privately exchanged agreements. (1994)
- E. The responsibility of insuring fulfillment of "exchange days" shall remain with the "on-track-staff member".
- F. Licensed staff members need not limit "exchange day(s)" agreements to only licensed staff members involved in YRE.
- G. The exchange of days must occur within 180 school days from the time approval is granted.

#### **Article XXV - NO CHILD LEFT BEHIND ACT OF 2001**

- 25-1 The Board and the Association recognize passage of the federal law the "No Child Left Behind Act of 2001" (the Act) and the passage of Senate Bill 1 by the 2003 Session of the Nevada Legislature does not supercede or negate the obligation of the parties to bargain when there is an impact on employee wages, hours or other mandatory subjects of bargaining. Therefore the parties agree that when there is an impact on employee wages, hours or other mandatory subject of bargaining due to the implementation of any of the components of the Act or SB1, negotiations will commence promptly upon the request of either party.
- 25-2 The format and agenda for PLC meetings will be agreed upon through collaboration of teachers, administrators, and district personnel with greatest emphasis being relevance to the staff needs and student achievement. (2005)
- 25-3 Teachers who, with principal approval, facilitate professional development training will be paid a stipend of \$100 per presentation from existing AB580, Section 69 funds. (2005)

The format and agenda for PLC meetings will be agreed upon through collaboration of teachers, administrators, and district personnel with greatest emphasis being relevance to the staff needs and student achievement.

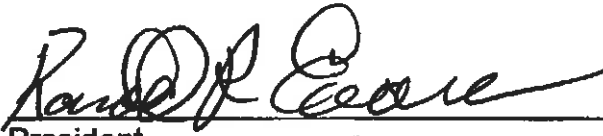
#### **Article XXVI – JOB SHARING**

The District will allow two (2) teachers to share a job under the following conditions:

1. Teachers will be hired as shared position with separate contracts for each individual. All benefits, including but not limited to personal days, sick leave and retirement will be prorated based on hours worked. Teachers required by the CCSD insurance plan to participate in said plan are responsible for paying one half of employee only insurance premium via automatic payroll deduction;
2. Both teachers are required to attend all staff training days, staff meetings, and will be included in duty schedule;
3. Teachers will advance on the seniority list each year;
4. The time split will be determined by the site administrator after consultation with the affected teachers;
5. Teachers must serve 2 years in shared position to move one step on salary schedule;
6. Positions to be allowed for job sharing will be at the sole discretion of the District;
7. Only 2 classrooms per school will be allowed for this program;
8. If one of the teachers is unable to fulfill obligation for shared contract the other teacher agrees to work remainder of obligation at full time; and
9. When the contract is fulfilled and neither teacher desires to participate in the program, the following process will be followed:
  1. One of the teachers will volunteer to move to another position. If neither teacher volunteers, the least senior teacher will be force transferred.
  2. The teacher to be force transferred will be placed in a vacant position in which they are highly qualified to teach. If no vacant position available, the teacher will be placed according to Article 19 – Reduction in Force.

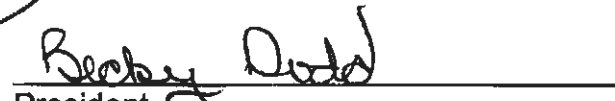
**IN WITNESS THEREOF, the parties have hereunto set their hands this** 8<sup>th</sup>  
**day of** May, 2014.

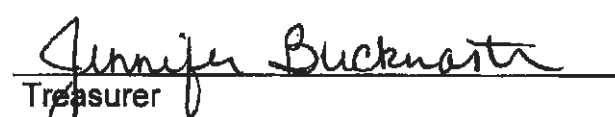
**BOARD OF SCHOOL TRUSTEES**

  
President

  
Clerk

**CHURCHILL COUNTY EDUCATION  
ASSOCIATION**

  
President

  
Treasurer

**MEMORANDUM OF UNDERSTANDING**

Churchill County School District and Churchill County Education Association agree that CCSD Policy 4811 relates to employee salary or wages or other forms of direct monetary compensation. Therefore, in accordance with NRS 288, any alterations made to the Policy will be done via the collective bargaining process. CCSD and CCEA also agree that all issues entailing mandatory subjects of bargaining that are brought before the board to be considered and/or approved for addition, alteration, or deletion to CCSD policy will be added, altered or deleted via the collective bargaining process. (2004)